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debtor in satisfaction of his judgment. The property was exempt from execution, and the debtor recovered damages against the creditor in trespass. He later moved to have the judgment against him entered as satisfied. *Held*, that the sale satisfies the judgment. *Johnson v. Motlow*, 47 So. 568 (Ala.).

If, by reason of any defects in the execution or proceedings thereon, no title passes by a judgment sale, the satisfaction is set aside and the creditor may still enforce his original judgment. *Townsend v. Smith*, 20 Tex. 465. But if the sale fails to pass any title because the debtor has no title to the property sold, it has been held that the judgment is irrevocably satisfied. *Vattier v. Lytle's Executors*, 6 Oh. 478; *Halcombe v. Loudermilk*, 48 N. C. 491. Other courts have held that in these circumstances the satisfaction should be vacated, and the creditor allowed to recover on his first judgment. *Adams v. Smith*, 5 Cow. (N. Y.) 280; *Cowles v. Bacon*, 21 Conn. 451. The latter view seems to be the better; for a proceeding which transfers no legal title and deprives the debtor of nothing, should not operate in satisfaction of a judgment against him. The situation in the principal case is similar. The property which formed the subject of the sale being exempt from execution, the creditor derives no real benefit from the sale. It is therefore submitted that such a sale should not be regarded as satisfying the judgment. *Piper v. Elwood*, 4 Den. (N. Y.) 165.

LANDLORD AND TENANT — COVENANTS IN LEASES — WHETHER COVENANT INDIRECTLY AFFECTING VALUE RUNS WITH LAND. — A lease from A to B contained a proviso for reëntury in case of breach of B's covenant to repair. In making a sublease of part of the premises to C, B covenanted that he would repair the part of the premises retained. The defendant, B's assignee, failed to repair, whereupon A reëntered and ejected the plaintiff, C's assignee. *Held*, that B's covenant to C did not run with the land sublet so as to give C's assignee a right of action. *Dewar v. Goodman*, 25 T. L. R. 137 (Eng., H. of L., Dec. 3, 1908).

This decision affirms the decision of the lower court, commented upon in 20 HARV. L. REV. 577.

LICENSES — REVOCATION AFTER LICENSEE HAS ACTED ON PAROL LICENSE AND INCURRED EXPENSE. — B was given a parol license to erect a telephone line across A's land. B thereupon incurred expense, acting on the license. *Held*, that the license is revocable. *Yeager v. Tuning*, 6 Oh. L. Rep. 94 (Oh., Sup. Ct., Dec. 1, 1908).

To hold the license irrevocable would violate the Statute of Frauds unless it can be justified by the doctrine of equitable estoppel. See 13 HARV. L. REV. 54. But a license in itself does not involve a representation that it will not be revoked. See *Babcock v. Utter*, 1 Abb. Dec. (N. Y.) 27, 60. The only plausible basis for estoppel here, therefore, lies in extending the equitable doctrine of part performance. *Potter v. Jacobs*, 111 Mass. 32. See 14 HARV. L. REV. 64. But this doctrine is contrary to the spirit of the Statute of Frauds and therefore has been confined strictly to cases where the terms of the contract are clear. *Phillips v. Thompson*, 1 Johns. Ch. (N. Y.) 131, 149; *Allen v. Webb*, 64 Ill. 342. Where a mere license is given there is no express agreement to grant an easement, and it is by no means certain that the parties so intend. To imply such an agreement and then enforce it on the doctrine of part performance, is an inexcusable extension of that much doubted doctrine. If the Statute of Frauds is a wise enactment, the true equity lies in following it, not in evading it by converting a parol license into an easement.

MORTGAGES — PRIORITIES — PURCHASE MONEY MORTGAGE AND JUDGMENT LIEN. — A executed a deed of land to B, who simultaneously executed a security deed to C for part of the purchase price, which C paid over to A. The deeds were duly recorded. There was a prior recorded judgment against B. *Held*, that the mortgage is superior to the judgment lien. *Protestant Episcopal Church v. Lowe*, 63 S. E. 136 (Ga., Sup. Ct.).

A purchase money mortgage to the vendor executed simultaneously with his